In the High Court of Punjab and Haryana, Chandigarh.

CWP No. 4407 of 2007

Date of Decision: 22.03.2007

Manjit Lal Sethi

....Petitioner

Versus

State of Punjab and others.

....Respondents.

Coram:- Hon'ble Mr.Justice J.S. Khehar.
Hon'ble Mr. Justice S.D. Anand.

Present: Mr. Amit Jhanji, Advocate
for the petitioner.

...

J.S. Khehar, J. (Oral).

The petitioner was inducted into the service of the United India Insurance Company Limited (hereinafter referred to as the Insurance Company) as Development Officer. On account of health reasons, the petitioner desired to change his cadre so as to be absorbed against the post of Development Officer (Administration). This request made by the petitioner has been declined by the impugned order dated 27.3.2006 (Annexure P-5), as also, by a subsequent order dated 23.8.2006 (Annexure (P-9).

The impugned orders reveal, that conversion from the post of Development Officer to the post of Development Officer (Administration) was a one time measure, under the General Insurance (Rationalisation of Pay Scales and Other Conditions of Service of Development Staff)

Amendment Scheme, 2003 (hereinafter referred to as the Scheme of 2003). In this behalf, learned counsel for the petitioner has invited our attention to Section 15(C) thereof, which reads as under:-

> "15(C). Special Option.- (1) A Development Officer may, within sixty days of the commencement of the General Insurance (Rationalisation of Pay Scales and Other Conditions of Service of Development Staff) Amendment Scheme, 2003, opt.-
>
> (a) for Special Voluntary Retirement Package as per Annexure I appended hereto; or
>
> (b) to render his services as Development Officer (Administration) under paragraph 21A, as per Annexure II.
>
> (2) A Development Officer, who does not exercise any of the options under sub-paragraph (1) within the stipulated period of sixty days, shall continue to render services as such under the General Insurance (Rationalisation of Pay Scales and Other Conditions of Service of Development Staff) Amendment Scheme, 2003."

It is quite apparent from Section 15 (C) of the Scheme of 2003, that in case, an employee of the Insurance Company desired to be accommodated in the service as Development Officer (Administration), he should have made a request for the aforesaid purpose, within 60 days of the promulgation of the Scheme of 2003. It is conceded by the learned counsel for the petitioner, that no such request was made at that juncture. In this behalf, it is the contention of the learned counsel for the petitioner, that the petitioner was not suffering from any ailment at that juncture, and it was

wholly unnecessary for the petitioner to make such a request.

Change of cadres can be permitted only in terms of the statutory rules, governing the conditions of service of an employee. Since the petitioner is now not eligible for change of cadre under Section 15 (C) of the Scheme of 2003, it is not possible for us to accept the aforesaid claim of the petitioner under the aforesaid provisions. Since no other provision has been brought to our notice, it is apparent, that there was no other provision under which the petitioner can claim change of cadre, as a matter of right. In the aforesaid circumstances, we are satisfied, that the claim of the petitioner for change of cadre so as to claim absorption as Development Officer (Administration) is clearly misconceived.

Despite our aforesaid conclusion, it would be open to the petitioner to accept the offer made by the Insurance Company to him in its order dated 27.3.2006 (Annexure P-5), wherein the petitioner was permitted to seek absorption against the post of Assistant in Class-III service.

Disposed of accordingly.

(J.S. Khehar)
Judge.

(S.D. Anand)
Judge.

22.03.2007
sk.